

any other provision of this Section F, such Employee or former Employee shall continue to be eligible to receive (A) hospitalization benefits described in paragraph 2 of Section E arising out of hospital confinements that begin before or during the next 31 days of continuous disability, (B) surgical and medical benefits described in paragraphs 3 and 4 of Section E for services that are provided during the next 31 days of continuous disability, and (C) benefits for Other Covered Charges under paragraph 6 of Section E for up to 12 months of continuous disability.

3. Retired Employees.

A Retired Employee's coverage shall cease at midnight on the earliest of the following dates:

- (a) the day the Retired Employee dies;
- (b) the day before the day on which the Retired Employee returns to the Employer as a non-management employee of the Employer;
- (c) the day before the day on which the Retired Employee becomes covered under an HMO;
- (d) the last day of the month in which the Retired Employee fails to pay any premium which is required (pursuant to any other provision of the Plan) as a condition of coverage;
- (e) The last day of the month in which the Retired Employee requests in writing that coverage cease, provided that the Retired Employee has attained age

65 on or before such day; or

(f) the day the Plan is discontinued.

4. Dependents.

The coverage of a person as a Dependent of an Employee or a Retired Employee shall cease at midnight on the earliest of the following dates:

- (a) the day such Employee's or Retired Employee's coverage under the Plan ceases for any reason other than death;
- (b) the last day of the sixth month after the month in which such Employee or Retired Employee dies (except

8. Right to Use Data.

The Company and the Administrators reserve the right to derive data for purposes of statistical analysis from the claims files held in connection with the Plan.

N. Administrative Information.

1. The names and addresses of the Administrators and the agent for service of legal process can be found in the Plan's summary plan description, which is entitled "NYNEX Benefits -- It's Your Call."
2. The Administrator shall have all such powers as may be necessary to carry out the provisions hereof and may, from time to time, establish rules for the administration of the Plan and the transaction of the Plan's business. In making any such determination or rule, the Administrator shall have the exclusive right to make any finding of fact necessary or appropriate for any purpose under the Plan including but not limited to the determination of eligibility for and the amount of any benefit payable under the Plan. The Administrator shall have the exclusive right to interpret the terms and provisions of the Plan and to determine any and all questions arising under the Plan or in connection with the administration of the Plan, including, without limitation, the right to remedy or resolve possible ambiguities, inconsistencies, or omissions, by general rule or particular decision.

The Administrator shall make, or cause to be made, all reports or other filings, necessary to

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When Coverage For Your Dependents Ends You or your dependents must notify the administrator in writing within 60 days if coverage ends for your eligible enrolled dependents because:

- you become divorced
- you become legally separated and you remove your dependent from coverage
- your eligible enrolled dependent is no longer eligible for coverage under the terms of the plan.

You can contact the administrator at the following address:

Coverage is provided by the carrier (or carriers) that provided coverage to you immediately before the qualifying event.

The administrator then will notify your affected eligible enrolled dependents of the right to elect to continue coverage. The administrator also will send the necessary election forms and instructions.

You and each of your eligible enrolled dependents are allowed to elect or decline to continue coverage. If you and your eligible enrolled dependents make *the same* decision about whether to elect continued coverage, you need to file only

When Continued Coverage Ends

Although most continued coverage lasts for the specified period—either up to 18 or 36 months or 29 months under certain circumstances, if disabled depending on the qualifying event—it may end before then if:

- a covered individual doesn't pay any required premium
- a covered individual becomes covered under another group health plan that doesn't contain any exclusion or limitation with respect to pre-existing conditions
- a covered individual becomes eligible for Medicare
- a covered dependent becomes

OTHER IMPORTANT INFORMATION

Conversion

Anyone covered by this plan may usually convert to an individual private policy following termination of coverage under the NYNEX Management Medical Plan, without having to prove good health—providing the covered individual continues to be eligible for the coverage and applies within 31 days after the group health coverage ends.

When your NYNEX Management Medical Plan coverage ends, the carrier will contact you directly (or in the event of your death, your eligible enrolled dependents) to offer conversion to a private, individual policy.

However, if your coverage is going to remain in effect but a dependent is going to lose eligibility for coverage, *you* must contact the insurance carrier directly if you want to arrange for coverage to continue for that person through conversion to a private policy.

There are a number of other things you should know about the NYNEX Management Medical Plan.

Tax Considerations

Because the NYNEX Management Medical Plan is included in a "cafeteria plan" under Section 125 of the Internal Revenue Code, your cost, if any, for medical coverage you select can be paid with before-tax dollars—dollars that haven't had any federal income tax taken out of them. (Only active employees can pay these costs with before-tax dollars.) By using before-tax dollars, your taxable pay is lower than it would be if your payment is made with after-tax dollars.

In other words, you can arrange to have the company reduce your salary—which reduces your taxable income—by an amount equal to your contribution towards medical coverage. The company then will make NYNEX Management Medical Plan payments on your behalf. As a result, your taxes are lower (because you'll have less taxable income) and you get more value for your money. It's a very cost effective way to pay for your medical coverage.

State income tax treatment of before-tax payments generally follows the federal treatment. However, you should verify that this is the case in states where your income is subject to tax.

Federal Income Tax Deductions

If you have significant unreimbursed medical expenses during a calendar year, those expenses may be tax deductible. Contact your tax advisor if this applies to you.

The Effect on Your Other NYNEX Benefits

Because many of your NYNEX benefits are based on your total annual pay, it's important to note that using before-tax dollars to purchase benefits doesn't affect your other pay-related benefits.

Although paying for benefits on a before-tax basis results in your having "lower annual pay" on your W-2 form for federal income tax purposes, your other benefits will be based on your total annual pay, including the amounts deducted for your medical coverage.

The Effect on Social Security

Another consideration to take into account is the effect using before-tax dollars can have on your Social Security benefits, if you earn less than the taxable wage base.

After many years of paying your benefit cost with before-tax dollars, your Social Security benefit might be affected. Generally, your Social Security benefits won't be reduced more than 1 or 2 percent.

The Plan's Future

The company reserves the right to amend or terminate this plan, or any statement made in this handbook, at any time.

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WHO IS ELIGIBLE

If you're a regular salaried management employee of a NYNEX participating company, you may participate in this plan.

Your Dependents

If you participate in this plan, your dependents may be eligible for coverage.

No Duplicate Coverage

You may not be covered both as an employee and a dependent under the NYNEX dental plan.

OTHER IMPORTANT INFORMATION

When Continued Coverage Ends

Although continued coverage lasts for the specified period—either up to 18 or 36 months (29 months under certain circumstances, if disabled) depending on the qualifying

There are a number of other things you should know about the NYNEX Management Dental Plan.

Tax Considerations

Because the NYNEX Manage-

Federal Income Tax Deductions

If you have significant unreimbursed medical and dental expenses during a calendar year, those expenses may be tax deductible. Contact your tax advisor if this applies to you.

TAB

**EXHIBIT 1
APPENDIX B
ATTACHMENT 3**

NYNEX MANAGEMENT GROUP LIFE INSURANCE PLAN

Amended and Restated effective January 1, 1992

NYNEX MANAGEMENT GROUP LIFE
INSURANCE PLAN

Article I. Undertaking

- 1.1 The Company undertakes to make available the NYNEX Management Group Life Insurance Plan (hereinafter called the "Plan") to Employees and Retired Employees which will pay benefits in accordance with the terms hereof. The purpose of the Plan is to provide Basic and Supplementary Group Life Insurance and Accidental Death and Dismemberment Insurance.
- 1.2 The Plan benefits will be provided by one or more Insurance Companies selected by the Company. Any policies issued by such Insurance Companies will include the substance of Articles II through XV, and shall be administered by the respective Insurance Companies or the Company, which will determine benefits and other questions arising thereunder. The policies necessarily will conform to applicable state or federal laws. If any of the provisions of the Plan must be modified because of state laws, such modification will be made by the Company.
- 1.3 The Company and each other Employer reserve the right to terminate or amend the Plan.

Article XIV. Administrative Information

- 14.1 The names and addresses of the benefit offices, Plan Administrator, Insurance Companies, and the agent for service of legal process can be found in the Plan's summary plan description, which is entitled "NYNEX Benefits: It's Your Call".
- 14.2 Administrator's Powers. The Administrator shall have all such powers as may be necessary to carry out the provisions hereof and may, from time to time, establish rules for the administration of the Plan and the transaction of the Plan's business. In making any such determination or rule, the Administrator shall have the exclusive right to make any finding of fact necessary or appropriate for any purpose under the Plan including but not limited to the determination of eligibility for and the amount of any benefit payable under the Plan. The Administrator shall have the exclusive right to interpret the terms and provisions of the Plan and to determine any and all questions arising under the Plan or in connection with the administration of the Plan, including, without limitation, the right to remedy or resolve possible ambiguities, inconsistencies, or omissions, by general rule or particular decision. The decision of the Administrator shall be final and binding on all parties.

The Administrator shall make, or cause to be made, all reports or other filings, necessary to meet the reporting and disclosure requirements of ERISA which are the responsibility of the "plan administrators" under ERISA.

- 14.3 No Enlargement of Employee Rights. Nothing contained in this Plan is intended to give any employee the right to be retained in the employ of the Employer or

to interfere with the right of the Employer to discharge any employee at any time. No employee, prior to his or her satisfaction of the conditions of eligibility for benefit under the Plan, nor any other

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WHO IS ELIGIBLE

If you're a regular full-time or part-time management employee of a NYNEX participating company, you're automatically eligible for Basic Group Life and Accidental Death and Dismemberment Insurance. You also may elect to participate in the Supplementary Group Life Insurance and Dependent Group Life Insurance Plans.

You're eligible to participate in these plans as of the first day of the month following the month you were hired.

If you're a regular full-time or part-time management employee of a NYNEX participating company, you're also automatically eligible for Special Accident Insurance. However, there's no service requirement for this coverage. Special Accident Insurance coverage begins on your date of hire.

If you're married on the day you become eligible for Special Accident Insurance, your spouse is also eligible for coverage, unless your spouse is covered under the plan as a regular employee. If you subsequently get married, coverage for your spouse begins on the date of your marriage, unless your spouse is covered under the plan as a regular employee.

COST OF COVERAGE

The cost of coverage under the different plans that make up the NYNEX Management Survivor Benefits Program varies. Some plans provide coverage at no cost to you, while others provide coverage at group insurance rates.

The company provides Basic Group Life Insurance, Accidental Death and Dismemberment Insurance and Special Accident Insurance to you at no cost.

You can choose to purchase Supplementary Group Life Insurance for yourself. And, if you want coverage for your family, you can buy Dependent Group Life Insurance. For more information on the actual costs for these coverages see "Supplementary Group Life Insurance" and "Dependent Group Life Insurance."

Paying for Supplementary Group Life Insurance

Because Supplementary Group Life Insurance is included in a "cafeteria plan" under section 125 of the Internal Revenue Code, it's your call on how to pay for coverage.

You can pay the cost of this coverage with after-tax dollars—dollars that have already had income tax taken out of them—or you may pay with before-tax dollars—dollars that aren't included in your taxable pay. In either event, you'll be subject to imputed taxable income, as described under "Tax Considerations."

State income tax treatment of before-tax payments generally follows the federal treatment. However, you should verify that this is the case in states where your income is subject to tax.

(For more information on implications of using before-tax dollars see "The Effect on Your Other NYNEX Benefits" and "The Effect on Social Security.")

Paying for Dependent Group Life Insurance

You must pay for Dependent Group Life Insurance with after-tax dollars.

If benefits go to your estate or a trustee, payment will be made in a lump sum.

If a Beneficiary Dies First If a beneficiary dies before you, the rights and interest of that beneficiary end.

If no named beneficiary for all or part of your insurance is living at the time of your death, the amount may be paid:

- to your living spouse, or
- equally to living children, or
- to one living parent, or
- equally to both your parents, if both are alive.

If none of these family members survives you, your insurance benefits will be paid to your estate.

If You Didn't Name a Beneficiary If you fail to name a beneficiary, benefits are payable to your estate, unless the insurance company determines that they should be paid to a surviving relative, as described above.

WHEN YOUR COVERAGE ENDS

Generally, your coverage under the NYNEX Management Survivor Benefits Program ends at the end of the month in which you leave NYNEX or a participating company, unless you retire or are laid off. (See "When Coverage May Be Continued" for more information.)

However, during the 31 days following the month you leave, you have the option of converting your insurance to an individual policy. (See "Conversion" for more information.)

If you have Dependent Group Life Insurance, that coverage ends when you retire. You don't have the option of converting this coverage. Dependent Group Life

Insurance coverage for your spouse ends on the date you become divorced.

Coverage for a dependent child ends at the end of the calendar year the child attains age 19, unless the child is a full-time day student at an accredited institution and under age 23, or is mentally or physically handicapped. If the child is a full-time student, coverage will end at the end of the month in which the student graduates, or the end of the year in which the student attains age 23, whichever occurs first.

Supplementary Group Life Insurance coverage stops at the end of the month in which you reach age 65, if you're retired.

If you haven't returned to work at the end of the 12-month period, you'll have the option to

Beginning with the month after your 66th birthday, the amount of your Basic Group Life

Any Dependent Group Life Insurance also ends when you retire. You can't convert this

The Program's Future

The company reserves the right to change or terminate any of its benefit plans or programs, or any statement made in this handbook, at any time.

Any Questions

If after reading this section of the handbook you still have any questions about your NYNEX Management Survivor Benefits Program, contact your Benefit Office. (See the Introduction section of this handbook for the "Benefit Office Directory.")

THERE'S MORE

This handbook also describes other benefit plans provided by NYNEX or your participating company that can help provide financial security for your family if you die.

The NYNEX Corporation Savings Plan for Salaried Employees

If you're participating in the Savings Plan for Salaried Employees, your designated beneficiary will receive a payout of your account balances if you die.

The NYNEX Management Pension Plan

If you're vested in the NYNEX Management Pension Plan, when you die your spouse may receive 50% of your adjusted monthly pension for the rest of his or her life.

TAR

EXHIBIT 1
APPENDIX B
ATTACHMENT 4

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MAY 1991

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APPLYING FOR BENEFITS

In each section of this handbook, you'll find specific procedures for claiming benefits. (See Appendix A for a list, by participating company, of whom to contact when you need information on filing a claim.)

Here's a directory showing where you can find specific information on how to apply for benefits under each plan and program that's summarized in this handbook.

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Plan or Program Name	Title	Section Number
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If Your Benefits Are Denied

In general, when you file a claim under any of the NYNEX plans, the benefits usually are paid as soon as possible. However, the claim may be denied. Often, a claim is denied simply because you haven't provided sufficient information.

In any case, if your claim is denied you'll be notified. If more information is needed, you'll need to submit it in writing in order to have the claim paid.

If a claim is denied because either the carrier, the provider or the plan administrator believes that it isn't a valid claim, you (or your beneficiary, if the claim is for benefits resulting from your death) will receive written notification including:

- the reason for the denial
- specific references to plan provisions upon which the denial is based
- a description of additional information or material necessary to process the claim
- information on what action you can take to submit the claim for review.

However, if you don't hear from your carrier, the provider or the plan administrator within 90 days after you sent in the claim, the claim is considered denied.

Your Right to Appeal

If any claim is denied, you may file a written request for a review of the decision with the carrier, the provider or the plan administrator, as appropriate. You're entitled to examine pertinent documents and to submit issues and comments in writing. However, if you wish to appeal a denied claim, you must do so within 60 days of your notification of the denial.

You'll be notified, in writing, of any resulting decision and the reasons for it. The decision normally will be made within 60 days, but special circumstances sometimes may cause the review of your appeal to take longer. All appeals will be resolved within 120 days from the date they're submitted.

The carrier, the provider or the plan administrator has the exclusive right to administer and interpret the provisions of the plans and to make any final and binding decision.

THE PLAN'S FUTURE

NYNEX reserves the right to amend any of the plans, to change the method of providing benefits or to terminate any or all of the plans. You'll be notified of any changes.

PLAN DOCUMENTS

This handbook summarizes the benefits provided to you by NYNEX or a participating company.

As indicated in the Introduction, the benefits are subject to the full terms and conditions of the plan documents or insurance contracts. These documents and contracts govern the plans and how they're administered. If there's a difference between what this handbook describes and what's written in a plan document or insurance contract, the language in the plan document or insurance contract is controlling.

EMPLOYMENT

Neither this handbook, nor the benefits described in the handbook, creates a contract of employment nor a guarantee of employment between the company and any employee.